

**CITY OF SAN JOSE AND IBEW
CITY PACKAGE PROPOSAL "A"**

PERIOD OF MEMORANDUM OF AGREEMENT

July 1, 2011 – June 30, 2012 (See Attached)

WAGES

See Attached

OVERTIME CALCULATION

See Attached

STAND-BY PAY

See Attached

SALARY STEP STRUCTURE

See Attached

HEALTHCARE COST SHARING

See Attached

HEALTHCARE CO-PAYS

See Attached

HEALTH AND DENTAL IN LIEU

See Attached

HEALTHCARE DUAL COVERAGE

See Attached

SICK LEAVE PAYOUT

See Attached

SICK LEAVE

See Attached

**CITY OF SAN JOSE AND IBEW
CITY PACKAGE PROPOSAL "A"**

DISABILITY LEAVE

See Attached

HOLIDAY CLOSURE

See Attached

RELEASE TIME

See Attached

COST OF REQUESTING LIST OF ARBITRATORS

See Attached

TIME DONATION PROGRAMS

See Attached

SUBSTANCE ABUSE POLICY

See Attached

ADMINISTRATIVE COST OF RETIREMENT PLAN

See Attached

SAFETY

See Attached

CONTRACTING OUT

TBD

VACATION HOUSEKEEPING

See Attached

HOUSEKEEPING

See Attached

**CITY OF SAN JOSE AND IBEW
CITY PACKAGE PROPOSAL "A"**

SIDE LETTERS

- Retirement Benefits for current and new employees
- Layoff
- Supplemental Retiree Benefit Reserve (SRBR)
- Subsidy for Public Transit

This proposal is submitted in an attempt to reach a settlement. In the event the proposal is not accepted, the City reserves the right to modify, amend and/or add proposals.

PERIOD OF MEMORANDUM OF AGREEMENT

Proposed Language:

This Agreement shall become effective July 1, 2011, except where otherwise provided, and shall remain in effect through June 30, 2012. No amendment or change to the provisions of this Agreement shall be valid or binding unless reduced to writing and signed by duly authorized representative(s) of the parties.

It is mutually agreed that the first meeting of the parties will be held no later than fifteen (15) calendar days after the City or Association receives notice from the other, which may be any date after January 1 of the year in which the current contract terminates.

This language is intended to replace the language in:

- *Article 1 of the IBEW Memorandum of Agreement*

CITY PROPOSAL – WAGES

Proposed Language:

Effective June 26, 2011, all salary ranges for employees holding positions in classifications assigned to **[Union]** shall be decreased by approximately 10.1%. This will result in the top and bottom of the range of all classifications represented by **[Union]** being 10.1% lower. All employees will receive a 10.1% base pay reduction.

This language is intended to replace the language in:

- *Article 10.1 through Article 10.1.6 of the AEA (Unit 41/42) Memorandum of Agreement.*
- *Article 10.1 through Article 10.1.6 of the AEA (Unit 43) Memorandum of Agreement.*
- *The section entitled “Salary/Additional Retirement Contributions” in the AMSP Benefit & Compensation Summary*
- *The section entitled “Salary/Additional Retirement Contributions” in the CAMP Benefit & Compensation Summary*
- *Article 5.1 through Article 5.1.6 of the IBEW Memorandum of Agreement*

CITY PROPOSAL – OVERTIME CALCULATION

Proposed Language:

- 6.6 Hours assigned and worked in excess of forty (40) hours per week shall be compensated by overtime pay or compensatory time at 1.5 times the hourly rate for the number of overtime hours worked. Paid time off shall not be considered time worked for the purpose of calculating eligibility for overtime.
- 6.6.1 Double-backs Employees at the Water Pollution Control Plant who work and complete two (2) non-consecutive eight (8) hours shifts or longer within a twenty-four (24) hour period shall be compensated with a four (4) hour premium at the 1.0 rate.

This language is intended to replace the language in:

- *Articles 6.6 through 6.6.1 and 6.10 of the IBEW Memorandum of Agreement*

CITY PROPOSAL – STAND-BY PAY

Proposed Language:

Stand-by Pay

Employees specifically assigned to stand-by duty shall be compensated for such assignment with one (1) hour at the appropriate rate for each eight (8) hours or portion thereof greater than or equal to four (4) hours of such stand-by duty performed on a regularly assigned work day or on a regularly scheduled day off. In the event that the employee is called back to work, they shall be entitled to the compensation provided by Section 5.7 above, in lieu of one hour of stand-by compensation for that shift. An employee may elect to either be paid for such stand-by assignment or be credited with compensatory time off. The Department will make every effort to accommodate such election, provided that:

- the election of compensatory time off does not interfere with the Department's or the City's ability to recover funds related to the stand-by assignment;
- the employee makes such election during the pay period in which the stand-by assignment is submitted for compensation; and
- in the event the employee requests payment for such stand-by assignment, the Department's budget can accommodate such payment.

Except in extenuating circumstances, once the employee has received approval from the appropriate authority to take compensatory time off, payment for such approved time off shall not be authorized.

This language is intended to replace the language in:

- *Article 5.8 of the IBEW Memorandum of Agreement*

CITY PROPOSAL – SALARY STEP STRUCTURE

Proposed Language:

Salary Steps

Effective June 26, 2011, the salary steps for all classifications represented by **[Union]** will change from approximately 5% between each step to approximately 2.5%. This will result in an increase in the number of steps in the pay range.

This language shall be added as:

- *Article 5.1.8 of the ABMEI Memorandum of Agreement*
- *Article 5.1.7 of the IBEW Memorandum of Agreement*

CITY PROPOSAL – HEALTHCARE COST SHARING

Proposed Language:

Effective pay date July 1, 2011, the City pays eighty-five percent (85%) of the cost of the lowest priced plan for the employee or the employee and dependent coverage and the employee pays fifteen percent (15%) of the premium for the lowest priced plan. If the employee selects a plan other than the lowest priced plan, the employee pays the difference between the total cost of the selected plan and the City's contribution towards the lowest priced plan.

This language shall be added under:

- *Article 5.5.1 of the IBEW Memorandum of Agreement (replaces current Article 5.5.1)*
- *Article 11.1.2 of the AEA Memorandum of Agreement, Units 41/42 (replaces current Articles 11.1.2, 11.1.3 and 11.1.4)*
- *Article 11.1.2 of the AEA Memorandum of Agreement, Unit 43 (replaces current Articles 11.1.2, 11.1.3 and 11.1.4)*
- *Health Insurance Section of the CAMP Compensation Summary (previous references to cost sharing will be deleted)*
- *Health Insurance Section of the AMSP Compensation Summary (previous references to cost sharing will be deleted)*

CITY PROPOSAL – HEALTHCARE CO-PAYS

Proposed Language:

Effective pay date July 1, 2011, a \$25 Co-pay plan shall be implemented for all HMO plans, including the following changes:

- a. Office Visit Co-pay shall be increased to \$25
- b. Prescription Co-pay shall be increased to \$10 for generic and \$25 for brand name
- c. Emergency Room Co-pay shall be increased to \$100
- d. Inpatient/Outpatient procedure Co-pay shall be increased to \$100

This language shall be added under:

- *Article 5.5.2 of the IBEW Memorandum of Agreement (replaces current Article 5.5.2)*
- *Article 11.1.5 of the AEA Memorandum of Agreement, Units 41/42 (replaces current Article 11.1.5)*
- *Article 11.1.5 of the AEA Memorandum of Agreement, Unit 43 (replaces current Article 11.1.5)*
- *Health Insurance Section of the CAMP Compensation Summary (previous references to co-pays will be deleted)*
- *Health Insurance Section of the AMSP Compensation Summary (previous references to co-pays will be deleted)*

CITY PROPOSAL – HEALTH AND DENTAL IN LIEU

Proposed Language:

Effective pay date July 1, 2011, employees who qualify for and participate in the payment in-lieu of health and/or dental insurance program will receive the following per pay period:

	Health in-lieu	Dental in-lieu
If eligible for family coverage	\$221.84	\$19.95
If NOT eligible for family coverage	\$89.09	\$19.95

A City employee who receives healthcare coverage as a dependent of another City employee or retiree shall be deemed not eligible for family coverage.

This language shall be added under:

- *Article 5.5.4.2 of the IBEW Memorandum of Agreement (replaces current Article 5.5.4.2)*
- *Article 11.3.2 of the AEA Memorandum of Agreement, Units 41/42 (replaces current Article 11.3.2)*
- *Article 11.3.2 of the AEA Memorandum of Agreement, Unit 43 (replaces current Article 11.3.2)*
- *Health and Dental In Lieu Section of the CAMP Compensation Summary*
- *Health and Dental In Lieu Section of the AMSP Compensation Summary*

CITY PROPOSAL – HEALTHCARE DUAL COVERAGE

Proposed Language:

An employee may not be simultaneously covered by City-provided medical benefits as a City employee and as a dependent of another City employee or retiree.

This language shall be added under:

- *Article 5.5.5 of the IBEW Memorandum of Agreement as a new Section*
- *Article 11.1.6 of the AEA Memorandum of Agreement (Units 41/42) as a new Section*
- *Article 11.1.6 of the AEA Memorandum of Agreement (Unit 43) as a new Section*
- *Health Insurance Section of the CAMP Compensation Summary*
- *Health Insurance Section of the AMSP Compensation Summary*
- *Article 5.3.1 of the ABMEI Memorandum of Agreement (replaces Section 5.3.1)*

Proposed Language:

An employee may not be simultaneously covered by City-provided dental benefits as a City employee and as a dependent of another City employee or retiree.

This language shall be added under:

- *Article 5.6.2 of the IBEW Memorandum of Agreement as a new Section*
- *Article 11.2.3 of the AEA Memorandum of Agreement (Units 41/42) as a new Section*
- *Article 11.2.3 of the AEA Memorandum of Agreement (Unit 43) as a new Section*
- *Dental Insurance Section of the CAMP Compensation Summary*
- *Dental Insurance Section of the AMSP Compensation Summary*
- *Article 5.4.1 of the ABMEI Memorandum of Agreement (replaces Section 5.4.1)*

CITY PROPOSAL – SICK LEAVE PAYOUT

Proposed Language

Effective July 1, 2011, no employee shall be eligible for a sick leave payout.

This language is intended to replace the language in:

- *Articles 18.2 through 18.4 of the ABMEI Memorandum of Agreement, in addition to any other changes approved by City Council on April 27, 2010, via the Sick Leave Payout proposal in the City's Last, Best and Final Offer.*
- *Articles 8.4 through 8.4.1.6 of the AEA (Unit 41/42) Memorandum of Agreement.*
- *Articles 8.4 through 8.4.1.6 of the AEA (Unit 43) Memorandum of Agreement.*
- *The section entitled "Sick Leave Payout" in the AMSP Benefit and Compensation Summary.*
- *The section entitled "Sick Leave Payout" in the CAMP Benefit and Compensation Summary.*
- *Articles 18.2 through 18.5 of the IBEW Memorandum of Agreement.*

CITY PROPOSAL – SICK LEAVE

Proposed Language:

No employee shall be entitled to or be granted sick leave, either with or without pay, unless he or she, or someone on his or her behalf, notifies his or her immediate supervisor, Department Director, or designee of his or her intent to take such sick leave, and of the reasons therefore, prior to the commencement of the sick leave provided, however, that the City Manager may waive the requirement of such notice upon presentation of a reasonable excuse of such employee. Departments may require an earlier call-in (prior to the start of the shift) where work crew situation or other Departmental needs require. Departments that require early call-in will have a phone recorder or a person assigned to accept calls with 24-hour coverage.

This language is intended to replace the language in:

- *Article 18.1.4 of the IBEW Memorandum of Agreement.*

CITY PROPOSAL – DISABILITY LEAVE SUPPLEMENT

Effective June 26, 2011, Disability Leave Supplement (DLS) is eliminated. Any employee receiving DLS as of June 25, 2011, will no longer be eligible to receive DLS starting June 26, 2011. Employees will only be eligible to receive Workers' Compensation Temporary Disability.

The following Articles shall be eliminated:

- *Article 19 through Article 19.9.1, and Article 18.1.3.1 through Article 18.1.3.2, of the ABMEI Memorandum of Agreement, in addition to any other changes approved by City Council on April 27, 2010, via the Disability Leave Supplement proposal in the City's Last, Best and Final Offer.*
- *Article 8.6 through Article 8.6.10, Article 8.3.3, and Article 8.3.5, in the AEA (Units 41/42) Memorandum of Agreement.*
- *Article 8.6 through Article 8.6.10, Article 8.3.3, and Article 8.3.5, in the AEA (Unit 43) Memorandum of Agreement.*
- *The section entitled "Disability Leave" in the AMSP Benefit and Compensation Summary.*
- *The section entitled "Disability Leave" in the CAMP Benefit and Compensation Summary.*
- *Article 19 through Article 19.10.1, Article 18.1.2.1, and Article 18.1.2.3 of IBEW Memorandum of Agreement.*

CITY PROPOSAL – HOLIDAY CLOSURE

Proposed Language:

The City Manager or designee may determine that all non-essential City operations close for a Holiday Closure during the Christmas and New Year's holiday. In such event, employees shall be encouraged to take time off; however, it shall not be a requirement.

If a department participates in the Holiday Closure and the employee elects to participate in the Holiday Closure using the Holiday Closure payroll code, the employee will be required to pay retirement contributions on any Holiday Closure hours and will not accrue vacation or sick leave while taking Holiday Closure time off.

Employees will continue to accrue seniority while using the Holiday Closure payroll code as though they were at work.

This language is intended to replace the language in:

- *Articles 16.7 and 16.7.1 of the ABMEI Memorandum of Agreement*
- *Articles 16.7 of the IBEW Memorandum of Agreement*

This language shall be added as:

- *Article 8.1.4 of the AEA (Unit 41/42) Memorandum of Agreement*
- *Article 8.1.4 of the AEA (Unit 43) Memorandum of Agreement*
- *Holiday Closure in the CAMP Benefit and Compensation Summary*
- *Holiday Closure in the AMSP Benefit and Compensation Summary*

CITY PROPOSAL – RELEASE TIME

Proposed Language

City Paid Union Release Time (URT). The designated bargaining unit representative(s) shall use the City Paid Union Release Time (URT) payroll code for any paid time off eligible for release time from regular City duties to attend authorized meetings. The designated bargaining unit representative(s) shall not receive compensation for meetings that may occur outside their regular work hours, inclusive of any unpaid lunch period.

This language shall be added as:

- *New Article 31.1 of the ABMEI Memorandum of Agreement*
- *Article 6.3.2.3 of the AEA (Unit 41/42) Memorandum of Agreement*
- *Article 6.3.3 of the AEA (Unit 43) Memorandum of Agreement*
- *New section entitled "Release Time" in the AMSP Benefit and Compensation Summary*
- *New section entitled "Release Time" in the CAMP Benefit and Compensation Summary*
- *Article 12.8.10 of the IBEW Memorandum of Agreement*

CITY PROPOSAL – ARBITRATION COST OF REQUESTING LIST OF ARBITRATORS

Proposed Language:

The parties may mutually agree upon the selection of the arbitrator or the (Employee Organization/Union/Organization) shall request from the State of California Conciliation Service, to provide a list of seven (7) persons qualified to act as arbitrators. The (Employee Organization/Union/Organization) shall notify the Municipal Employee Relations Officer that such request is being made.

Any costs associated with obtaining a list from the State of California Conciliation Service shall be paid by the (Employee Organization/Union/Organization).

This language is intended to replace the language in:

- *Article 12.6.3 of the ABMEI Memorandum of Agreement*
- *Article 18.3.4.3 of the AEA (Units 41/42) Memorandum of Agreement*
- *Article 18.3.4.3 of the AEA (Unit 43) Memorandum of Agreement*
- *Article 12.6.3 of the IBEW Memorandum of Agreement*

CITY PROPOSAL – TIME DONATION PROGRAMS

Proposed Language:

Employees may donate time to eligible employees as outlined in the Time Donation Programs Section in the City Policy Manual.

This language is intended to replace the language in:

- *Article 26 of the IBEW Memorandum of Agreement*

CITY PROPOSAL – SUBSTANCE ABUSE POLICY

The City proposes to eliminate Exhibit III, Substance Abuse Policy. City Policy Manual Section 1.4.2 will apply to employees represented by IBEW.

CITY PROPOSAL – ADMINISTRATIVE COST OF RETIREMENT PLAN

The City proposes to eliminate Article 24.1.1.

CITY PROPOSAL – SAFETY

Proposed Language:

- 11.1 The City shall provide a reasonably safe and healthy working environment in accordance with applicable Local, State and Federal laws and regulations. The Union agrees that where safety devices or protective equipment is required or furnished, its use shall be mandatory.
- 11.2 Any employee who believes a violation exists may request that the City make a determination as to the safeness of the work assignment and further, be protected under the Cal/OSHA regulations, including but not limited to Labor Code Section 6311.
- 11.3 No provisions of this Article shall be subject to the grievance procedure of this agreement.

This language is intended to replace the language in:

- *Article 11.1 through Article 11.5 of the ABMEI Memorandum of Agreement.*
- *Article 11.1 through Article 11.6 of the IBEW Memorandum of Agreement.*

CITY PROPOSAL – VACATION HOUSEKEEPING

Proposed Language:

17.1 Each eligible full-time employee shall be granted vacation leave with pay in accordance with the following:

17.1.1 Full-time employees shall accrue vacation leave for paid hours in the amount specified below for each cycle of 26 full biweekly pay periods immediately preceding December 31st, or portion thereof, in each year of employment as specified:

<u>Years of Service</u>	<u>Annual Hours of Vacation earned if employee has 2080 paid hours</u>
First 5 years	80 hours
6th – 10th year	120 hours
11th and 12th year	136 hours
13th and 14th year	152 hours
15th year or more	168 hours

17.1.2 Carry-Over of Vacation Leave

Employees shall not be allowed to accrue vacation in excess of two times their annual vacation accrual rate. Once the maximum accumulation has occurred, vacation will cease to accrue until the employee's vacation balance has fallen under their maximum vacation accrual amount.

Any employee who is already above two times their annual vacation accrual rate, will cease from accruing vacation until they have used enough vacation to bring them below their maximum accrual amount.

17.1.3 Payment for Unused Accrued Vacation Leave upon Termination of Employment

If the employment by the City of any full-time employee should cease, he/she shall be given, at the time of such termination, full pay for vacation leave which he/she may then have accrued and not used.

17.2 Vacation Pay

If, in the judgment of the City Manager it is desirable by reason of a shortage of staffing or increased volume of work, to permit any full-time employee to work for the City during the time ordinarily allocated to such employee for vacation purposes, he/she may authorize such work. An employee who elects to perform such additional work shall be entitled to receive, as additional compensation for such work, an amount of money equal to his/her regular pay for such hours of work if such were not rendered during vacation leave, or, in lieu thereof, he/she may elect, in writing, filed with the Office of Employee Relations, to carry over such leave to the subsequent cycle of 26 biweekly pay periods.

17.3 Vacation Leave

Any and all leaves granted pursuant to this Article shall be granted at such time or times as will not reduce the number of employees below that which is reasonably necessary for the efficient conduct of the public business of such Department, except no employee who is authorized to take a leave for vacation purposes shall be required to commence such leave at a time other than the beginning of a workweek, unless he/she elects or consents to commence such leave at another and different time. Subject to the above provisions, preference of vacation leave timing in any calendar year shall be given in order of seniority. For purposes of this section, "seniority" shall be determined by the relative length of time served by each employee in the classification in which he/she is employed in a Department of the City government, and by the length of time during which such employee has worked on any shift, if more than one shift is worked by employees in such classification.

17.4 Computation of Vacation Leave

17.4.1 For purposes of this Article, paid leave of absence from duty by reason of sick leave, holiday leave, vacation leave, disability leave, compensatory time-off, personal leave, or any other paid leave, shall be deemed to be "time worked."

17.4.2 Prior periods of employment shall be credited to the employee for purposes of determining vacation eligibility provided that during each such prior employment period, the employee achieved permanent status.

This language is intended to replace the language in:

- *Article 17.1 through Article 17.4.2 of the IBEW Memorandum of Agreement.*

CITY PROPOSAL – HOUSEKEEPING

Proposed Language:

Article 5.9.2

Add space between 5.9.2 and 1.

Article 11.4

Replace “Department of Industrial Safety” with “Department of Industrial Relations”

Article 11.5

Replace “Department of Industrial Safety” with “Department of Industrial Relations”

Article 12.8.2

- *Replace “General Services” with “Public Works”*
- *Eliminate “(Communications)”*

Article 12.8.2.1

Eliminate extra space preceding text

Articles 15.4 and 15.5

Add space between Articles

Article 16.2

Change “(see section 28.3)” to “(see Article 29.3)”

Article 16.5

Change “(see section 28.3)” to “(see Article 29.3)”

Article 17.5

- *Eliminate: “each full time employee shall be entitled to a maximum of sixteen (16) hours of Personal Leave. Effective the first pay period of payroll calendar year 2009,”*
- *Replace “16 hours” with “24 hours”*
- *Eliminate: “(24 hours effective the first pay period of payroll calendar 2009)”*

Article 17.5.1

- *Eliminate: “Employees hired on or after July 1 shall be entitled to only eight (8) hours of personal leave in the first payroll calendar year of employment. Effective the first pay period of payroll calendar year 2009,”*

Article 18.1.2.4

Replace “Article 25” with “Article 26”

Article 29.3.2

Replace “section 28.4” with “Article 29.4”

Article 29.5

Replace “Article 28.3” with “Article 29.3”

Article 30

Replace “Article 29” with “Article 30”

Article 32.1.1

Replace “Article 31.1” with “Article 32.1”

Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

and

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL NO.332
(IBEW)

RETIREMENT REFORM

The City and the International Brotherhood of Electrical Workers, Local No. 332 (IBEW) agree to continue meeting and conferring on pension and retiree healthcare benefits for current and future employees.

Either the City or IBEW may provide notice to the other of its request to continue to meet and confer. Upon such notice, the parties shall continue these negotiations within ten (10) calendar days after the City or IBEW receives notice from the other. The City and IBEW shall continue to meet and confer in good faith in an effort to reach a mutual agreement.

If the parties are at impasse and no agreement is reached, either party may invoke the impasse procedures in accordance with the applicable provisions under the Employer-Employee Relations Resolution No. 39367. The parties understand that this means that, notwithstanding any other provision in any successor Memorandum of Agreement, the City will have the right to unilaterally implement in the event that no agreement is reached at the conclusion of negotiations and mandatory impasse procedures.

This Agreement is tentative and shall become effective only as part of the overall agreement on, and only during the term of, a successor agreement between the City and IBEW.

FOR THE CITY:

FOR IBEW:

Aracely Rodriguez
Office of Employee Relations

Date

Dan Rodriguez Date
International Brotherhood of Electrical
Workers, Local No. 332 (IBEW)

Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

and

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL NO.332
(IBEW)

LAYOFF

The City or the International Brotherhood of Electrical Workers, Local No. 332 (IBEW) may provide notice to the other of its request to meet and confer on modifications to the City's layoff process and procedure, including the provisions of the Layoff article in the Memorandum of Agreement. Upon such notice, the parties shall meet within ten (10) calendar days after the City or IBEW receives notice from the other. The City and IBEW shall meet and confer in good faith in an effort to reach a mutual agreement. If the parties are at impasse and no agreement is reached, either party may invoke the impasse procedures in accordance with the applicable provisions under the Employer-Employee Relations Resolution No. 39367. The parties understand that this means that, notwithstanding any other provision in any successor Memorandum of Agreement, the City will have the right to unilaterally implement in the event that no agreement is reached at the conclusion of negotiations and mandatory impasse procedures.

This Agreement is tentative and shall become effective only as part of the overall agreement on, and only during the term of, a successor Memorandum of Agreement.

FOR THE CITY:

FOR IBEW:

Aracely Rodriguez Date
Office of Employee Relations

Dan Rodriguez
International Brotherhood of Electrical
Workers, Local No. 332 (IBEW)

Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

and

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL NO.332
(IBEW)

SUPPLEMENTAL RETIREE BENEFIT RESERVE (SRBR)

The City and the International Brotherhood of Electrical Workers, Local No. 332 (IBEW) agree to discuss the Supplemental Retiree Benefit Reserve (SRBR) program in the Federated City Employees' Retirement System.

Either the City or IBEW may provide notice to the other of its request to discuss the SRBR program. Upon such notice, the parties shall continue these discussions within ten (10) calendar days after the City or IBEW receives notice from the other.

To the extent that any change to the SRBR program is a mandatory subject of bargaining, the City and IBEW shall meet and confer in good faith in an effort to reach a mutual agreement. If the parties are at impasse and no agreement is reached on those issues that are a mandatory subject of bargaining, either party may invoke the impasse procedures in accordance with the applicable provisions under the Employer-Employee Relations Resolution No. 39367. The parties understand that this means that, notwithstanding any other provision in any successor Memorandum of Agreement, the City will have the right to unilaterally implement in the event that no agreement is reached at the conclusion of negotiations and mandatory impasse procedures.

This Agreement is tentative and shall become effective only as part of the overall agreement on, and only during the term of, a successor Memorandum of Agreement.

FOR THE CITY:

FOR IBEW:

Aracely Rodriguez
Office of Employee Relations

Date _____

Dan Rodriguez
International Brotherhood of Electrical
Workers, Local No. 332 (IBEW)

Date _____

Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

and

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL NO.332
(IBEW)

SUBSIDY FOR PUBLIC TRANSIT

The City and the International Brotherhood of Electrical Workers, Local No. 332 (IBEW) agree to discuss the programs available to employees that provide subsidy for public transit. Discussions shall include, but not be limited to, modifications to the programs, voucher amounts and elimination of the programs.

Either the City or IBEW may provide notice to the other of its request to discuss the programs available to employees that provide subsidies for public transit. Upon such notice, the parties shall continue these discussions within ten (10) calendar days after the City or IBEW receives notice from the other.

To the extent that any change to the programs may be a mandatory subject of bargaining, the City and IBEW shall meet and confer in good faith in an effort to reach a mutual agreement. If the parties are at impasse and no agreement is reached, either party may invoke the impasse procedures in accordance with the applicable provisions under the Employer-Employee Relations Resolution No. 39367. The parties understand that this means that, notwithstanding any other provision in any successor Memorandum of Agreement, the City will have the right to unilaterally implement in the event that no agreement is reached at the conclusion of negotiations and mandatory impasse procedures.

This Agreement is tentative and shall become effective only as part of the overall agreement on, and only during the term of, a successor agreement between the City and IBEW.

FOR THE CITY:

FOR IBEW:

Aracely Rodriguez
Office of Employee Relations

Date

Dan Rodriguez
International Brotherhood of Electrical
Workers, Local No. 332 (IBEW)